

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 04-221

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

DESIGN SERVICES, "O" STREET - 42nd to 52nd

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, October 6, 2004** in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska, 68508. **Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex.**

A copy of the request for proposal may be obtained from the Purchasing Division web site at:

<http://www.ci.lincoln.ne.us/city/finance/purch/index.htm>

under Bidding Opportunities and Awards.

All communications relative to this work prior to the opening of the proposals shall be directed in writing to the Project Selection Committee Chair, Mr. Thomas Shafer, Engineering Services, fax 402-441-6576 or email at tshafer@lincoln.ne.gov and cc to Mary L. Matson, Purchasing Department, fax 402/441-6513 or email at mmatson@lincoln.ne.gov.

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-221
DESIGN SERVICES, 48th & "O" STREET

1. PURPOSE AND INTENT

- 1.1 The City intends to retain a professional engineering firm or firm(s) to provide normal and customary preliminary and final engineering design services to produce a set of construction documents for **48th & "O"** project.
- 1.2 It is the intent to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives of the project while incorporating innovative and cost effective methods.
- 1.3 The City will rely on the firm to remain on schedule for all services rendered so as to meet the construction bid and start as specified for this project.
- 1.4 The City reserves the right to contract for additional services on this project with another firm or utilize it's own forces.

2. PROJECT DESCRIPTION

- 2.1 The firm selected will develop this project from it's current lane configuration to the ultimate mainline lanes plus turn lanes paved cross section with emphasis on safety, capacity, and overall operations improvements.
- 2.2 The limits of the project are identified as; "O" Street from 42nd Street to 52nd Street.
- 2.3 Improvements to six through lanes plus left and/or right turn lanes at intersections. A future project will improve safety, capacity and serve traffic generated by development. Project length 0.6 miles.

3. AVAILABLE INFORMATION

- 3.1 Any currently available landbase, public utility, contours and aerial photographic information in Microstation format.
- 3.2 Information is available for review at the offices of the City of Lincoln Engineers office located at 531 Westgate Blvd., Suite 100, Lincoln, Nebraska.

4. REQUIRED SERVICES

- 4.1 The consultant selected shall provide normal and customary professional services for this project may include but not limited to:
 - 4.1.1 Survey - Preliminary and ROW
 - 4.1.2 Geometry
 - 4.1.3 Utility plans
 - 4.1.4 Environmental/historical review
 - 4.1.5 Pedestrian/bicycle uses
 - 4.1.6 Aesthetics
 - 4.1.7 Construction Phasing
 - 4.1.8 Construction Estimates
 - 4.1.9 Emergency Services
 - 4.1.10 Still Photo / Video Log
 - 4.1.11 Traffic Signal Plans
 - 4.1.12 ROW/easements
 - 4.1.13 Text legal descriptions
 - 4.1.14 Marking /signing plans
 - 4.1.15 Traffic control plans
 - 4.1.16 Public Involvement
 - 4.1.17 Roadway Design
 - 4.1.18 StarTran Coordination
- 4.2 All the above shall be in conformance to/with City, State and Federal requirements.
- 4.3 Meetings will be held with the City Project Team at appropriate times to discuss progress and issues.
- 4.4 Prepare a preliminary design memorandum which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
 - 4.4.1 Meet with City staff to review the memorandum for the project.
- 4.5 Submit plan and estimate review sets at preliminary plans (30%); Functional plans (60%); and Final PS & E (90%).
- 4.6 Complete final design drawings, technical specifications, special provisions, estimates and contract documents for bidding and construction of the project in accordance with design

memorandums and using the City of Lincoln Standard Plans and Standard Specifications of Municipal construction.

- 4.6.1 Elements shown on the plans will include: sections where necessary, plan and profiles, removals (including trees), storm water system details, water system elements, wastewater system elements, quantities, and construction phasing.
- 4.6.2 All elements should be clearly readable with no lines intermingled with text.
- 4.6.3 Utilities and utility conflicts will be shown on the plan and profile sheets.
- 4.6.4 Show on the plans all easements and ROW acquisitions.
- 4.7 Prepare all applications for required Federal, State, or local permits for construction including flood plain permits, 404 permits, storm water permits, NDEQ construction permits, etc., as necessary and insure all data is sufficient for receiving such permits.
- 4.8 Submit completed design documents to local regulatory agencies as required and assist City in obtaining approval for improvements from such agencies.
- 4.9 Assist City in obtaining bids for construction, including: coordinating and attending pre-bid meetings, when required; answering all technical questions from prospective bidders; preparing bid addenda as required.
- 4.10 Submit printed copies and computerized file copy of final design and construction contract documents and meet with City project team to present and review final design documents.

5. DELIVERABLES

- 5.1 Any and all final design plans, technical specifications, special provisions, estimates and contract documents necessary for the bidding and construction of the above mentioned project.
- 5.2 The final submitted plans will be signed drawings on Mylar, sized as directed by the City Engineer. CD_ROM CAD files of the final design plans will be submitted which are compatible and suitable for transfer to the City's Comprehensive Engineering Information System (CEIS) currently using Microstation, Geopak, and GIS mapping system.
- 5.3 Any technical specifications, special provisions, estimates and contract documents shall be submitted in WordPerfect V9 format, both hard copy and electronically.
- 5.4 The final estimates will be delivered in APPIA with bid items and their corresponding costs. A duplicate APPIA file with items and no dollar values will also be submitted.

6. TENTATIVE PROJECT SCHEDULE

- 6.1 Review & Open RFP's October 6, 2004
- 6.2 Review of RFP (Short List): October 12, 2004
- 6.3 Notification for Interviews: October 13, 2004
- 6.4 Interviews : October 22, 2004
- 6.5 Negotiate Scope of Work : October 29, 2004
- 6.6 Final Meeting: November 9, 2004
- 6.7 Contract Signed by Firm: November 17, 2004
- 6.8 Notice to Proceed : December 22, 2004
- 6.9 Right of Way Documentation: December 2005
- 6.10 Final Design Completion: November 2006.
- 6.11 Consultant shall propose intermediate milestone dates to meet Right of Way and Final Design Deadlines.

7. ADDITIONAL CONSTRUCTION PHASE AND OTHER SERVICES

- 7.1 Based on the firm's performance and at the sole option of the City, additional services during the construction phase, such as construction inspection/resident engineering services, shall be reviewed and negotiated at a later time, as necessary.
- 7.2 Other services as requested by the City shall also be reviewed and negotiated at a later time, as necessary.
- 7.3 The City reserves the right to contract for additional construction phase services on this project with another firm or utilize it's own forces.

8. **CITY'S RESPONSIBILITIES**

- 8.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 8.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 8.3 Supply pertinent existing drawings, records, and available information.
- 8.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected agencies as required for completing the work.
- 8.5 Conduct related advertising, bidding process, and award of Contract(s) for construction.

9. **SPECIFIC PROJECT INTENT'S AND SERVICES REQUIREMENTS**

- 9.1 The resultant design for the project shall be in conformance with design standards and regulations imposed by federal, state and local agencies such as the Nebraska Department of Environmental Quality (NDEQ), Nebraska Department of Roads (NDOR) and the City of Lincoln
- 9.2 Phasing of construction will be needed to provide continuous movement of traffic as well as meet budgetary considerations.
- 9.3 Phasing plans and resultant implementation schedules for completing the work by the required dates and in a timely manner to allow for proper reviews by various agencies and developing of final funding adjustments and requirements for this projects.

10. **PROPOSAL CONTENTS**

- 10.1 Describe and outline the **Firm's Approach** to performing the work required by this project.
 - 10.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
- 10.2 Outline of the **Proposed Project Schedule** to meet the project schedule listed in this RFP shall be included.
 - 10.2.1 Provisions for meaningful input from City project team during the initial project review are essential and shall be addressed.
- 10.3 Delineate the **Project Team and Organization**.
 - 10.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 10.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 10.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
 - 10.3.4 Include resumes for project team members, key individuals, and sub-consultants.
- 10.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
 - 10.4.1 Time availability of team members to meet the tentative project schedule.
 - 10.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
 - 10.4.3 Cost estimating and cost control procedures used by firm on similar projects.
 - 10.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
 - 10.4.5 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
 - 10.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged within the past five (5) years to perform projects of similar size, capacity and dollar amount.
- 10.5 Provide a description of your Public involvement process.

11. **PROPOSAL FORMAT**

- 11.1 Proposals shall be plain white paper, black ink, 8 single sided pages, stapled in the upper left corner. This does not include cover letter and resumes.
- 11.2 The following is a list of attachments which are not part of the eight (8) page limit.
 - 11.2.1 A summary description of the firm's history, structure, size and philosophy.
 - 11.2.2 A summary resume/dossier of the key staff to be assigned to the project.

- 11.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.

12. PROPOSAL EVALUATION CRITERIA

- 12.1 Understanding of the requirements of this project.
- 12.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 12.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 12.4 Background experience of the firm and the project team as it directly relates to this project.
- 12.5 Record of past performance on similar projects.
- 12.6 Comments and opinions provided by references.
- 12.7 Quality and cost control procedures to be used on this project.
 - 12.7.1 Identify personnel responsible for these controls.
- 12.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
 - 12.8.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
- 12.9 Clarity, conciseness, and organization of proposal.
- 12.10 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

13. SUBMITTAL PROCEDURES

- 13.1 Submit six (6) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 **no later than the date stated in the Notice for Request for Proposals.**

14. CONTACTS

- 14.1 Contact regarding the development of a proposal shall be made in writing only, with the Project Selection Committee Chair, Mr. Thomas Shafer, Design/Construction Manager, City of Lincoln, 531 Westgate Blvd., Suite 100, Lincoln, Nebraska 68528, cc: Mary Matson, Purchasing, 440 So. 8th St., Lincoln, NE 68508.
- 14.2 Any follow-up conversations with City staff will be directed by the Selection Committee Chair.
- 14.3 Any addenda answering questions or providing clarifications will be sent out by the Purchasing Department and be available on the City of Lincoln's website at <http://www.lincoln.ne.gov/city/finance/purch/index.htm>
- 14.4 Verbal responses and/or representations shall not be binding to the City.

15. ESTIMATED FEES

- 15.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 15.2 The firms selected for oral presentations will be notified and and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
- 15.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 15.4 If the city is unable to arrive at a mutual agreement with the top ranked firm, the city retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.

16. INSURANCE

- 16.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at <http://www.lincoln.ne.gov/city/finance/purch/index.htm>
- 16.2 All certificates of insurance shall be filed with the City of Lincoln on the standard **Accord Certificate Of Insurance** form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.
 - 15.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software / firmware / hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 4.3.2 That all date sorting by the software/

firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software / firmware / hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
- 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
- 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by

any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
- 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
- 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

13. AFFIRMATIVE ACTION

- 13.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

14. LIVING WAGE

- 14.1 The proposers agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.